

EXHIBIT 1

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:  
TORT - MOTOR VEHICLE TORT - CONTRACT -  
EQUITABLE RELIEF - OTHER)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION

NO. 208d-1006

*The Norfolk Denham Gray Plaintiff(s)*

v.

Brasscraft Manufacturing Company, Defendant(s)

SUMMONS

To the above-named Defendant: Brasscraft Manufacturing Company  
39600 ORCHARD HILL PLACE

NOV 1, MI 48375

You are hereby summoned and required to serve upon FRANK L. FLAGOMER, JR., plaintiff's attorney, whose address is 15 COURT Sq. Suite 800, BOSTON, MA 02108, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Dedham either before service upon the plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, JUDITH FABRICANT, Esquire, at BOSTON the 28<sup>th</sup>  
day of OCTOBER, in the year of our Lord two thousand and 2020

*Frances D. Dimity*  
Clerk

NOTES:

1. This summons is issued pursuant to Rules 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each such defendant, each should be addressed to the particular defendant.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT DEPT.  
CIVIL ACTION  
NO. 2082CV-1006

THE NORFOLK & DEDHAM  
GROUP,  
Plaintiff

vs.

BRASSCRAFT MANUFACTURING COMPANY,  
Defendant

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COMPLAINT

The Plaintiff, The Norfolk & Dedham Group in the above-captioned matter  
declares as follows:

COUNT 1-BREACH OF CONTRACT/WARRANTIES/STRICT LIABILITY-  
BRASSCRAFT MANUFACTURING COMPANY

1. The plaintiff, The Norfolk & Dedham Group, is and at all times material hereto has been a Massachusetts insurer with a usual place of business in Dedham, Norfolk County, Massachusetts. The plaintiff is the insurer and subrogated to the rights of Bruce Kristal owner of the property (Hereinafter "Subject Property") located at 48 Old Coach Road, Cohasset, Massachusetts which said subject property was damaged in this incident.
2. The defendant, Brasscraft Manufacturing Company is, and at all times material hereto has been a corporation duly organized and doing business in the state of Massachusetts, with a usual place of business located in Novi, Michigan.

3. The defendant, Brasscraft Manufacturing Company is and at all times material hereto has been engaged in the business of manufacturing, marketing, distributing, and selling of plumbing parts to be used by consumers.
4. The defendant, Brasscraft Manufacturing Company, manufactured, marketed, and sold plumbing parts to be used in toilets that was purchased by the plaintiff's insureds.
5. The defendant expressly and impliedly covenanted and warranted that said product would be safe, merchantable and free from any defects whatsoever, and would be fit for the purposes to which said product was to be put. These covenants and warranties ran with the products and were to be included in the purchase of the said product by any foreseeable buyer/consumer.
6. The product was not in fact safe, merchantable or free from defects but was in fact defective and unfit for the purposes for which said product was to be put and that this defendant failed to warn, in that, on or about November 20, 2017, a water leak occurred at the subject property due to a water line malfunction in the toilet on the second floor common bathroom at the subject property, causing water damage throughout the premises belonging to the plaintiff's insured, the product malfunctioned at the premises belonging to the plaintiff's insureds causing considerable water damages thereto.
7. As a direct and proximate result thereof, the plaintiff's insureds incurred expenses for the repair and cleaning of the said property and replacement of the damaged materials, and suffered the loss of the use of the property and depreciation in the value thereof.
8. The defective condition of the product, resulting in the damage hereinabove described, constituted a breach of the defendant's warranties and covenants running with the said product.

WHEREFORE, the plaintiff demands judgment against the defendant, Brasscraft Manufacturing Company in the amount of \$100,000.00 with interest, costs, and all such other relief as this Court deems just and proper.

COUNT 2 – NEGLIGENCE-BRASSCRAFT MANUFACTURING COMPANY

9. The plaintiff repeats and realleges the allegations contained in Count 1 of the Complaint as if fully restated herein.
10. The defendant, its agents, servants and/or employees acted negligently in its manufacturing, assembly, equipping, marketing, installation and distribution of the said product, and this resulted in the damage to the plaintiff's insured as hereinabove described. The negligence of the defendant its agents, servants or employees and its failure to warn, caused considerable damage which greatly damaged the plaintiff's insured's property and the contents thereof.

WHEREFORE, the plaintiff demands judgment against the defendant, Brasscraft Manufacturing Company in the amount of \$100,000.00 with interest, costs, and all such other relief as this Court deems just and proper.

Plaintiff requests a trial by Jury.



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